



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF

### MENTAL HEALTH, MENTAL RETARDATION AND SUBSTANCE ABUSE SERVICES

Post Office Box 1797

Richmond, Virginia 23218-1797

JAMES S. REINHARD, M.D.  
COMMISSIONER

Telephone (804) 786-3921  
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[www.dmhmrzas.state.va.us](http://www.dmhmrzas.state.va.us)

January 22, 2007

O'Grady Peyton International  
Paul D. Foster, President  
100 West Cypress Creek Road, Suite 750  
Fort Lauderdale, Florida 33309

Dear Mr. Foster:

Contract #720C-03936-05F-00, International Recruitment & Placement, Registered Nurses provides for the option of three additional 1-year renewal periods. The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) wishes to renew this contract for the first renewal period of one year at the existing contract prices, terms and conditions. The renewal period would commence March 1, 2007 and continue through February 29, 2008.

If you are agreeable to the renewal of this contract, please indicate your acceptance by signature below on both copies of this letter and return them to me as soon as possible. Once this renewal is approved, one of these signed copies will be returned to you. Please be advised, as allowed in the original contract, additional DMHMRSAS facilities may choose to use this contract in addition to the two facilities presently using this contract.

Sincerely,

David T. Ray, CPPB, VCO  
Contract Manager  
Phone: (804) 786-5207  
E-Mail: [dave.ray@co.dmhmrzas.virginia.gov](mailto:dave.ray@co.dmhmrzas.virginia.gov)

I herewith agree and accept the renewal of the above-referenced contract in full accordance with the prices, terms and conditions of the original contract dated March 29, 2005.

SIGNATURE: Paul D. Foster DATE: 2/21/07

NAME: Paul D. Foster, President, O'Grady Peyton International

APPROVED: Joy S. Lazarus DATE: 2/27/07  
Joy S. Lazarus, Director, Office of Administrative Services, DMHMRSAS

## CONTRACT MODIFICATION AGREEMENT

Date: December 22, 2006

Contract No.: 720C-03936-05F-00

Modification No.: 01

Issued By: COMMONWEALTH OF VIRGINIA,  
Department of Mental Health, Mental Retardation  
And Substance Abuse Services

Contractor: O' Grady Peyton International

Commodity: To provide Registered Nurses, International Recruitment and Placement.

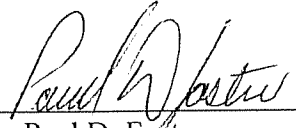
This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

### Description of Modification:

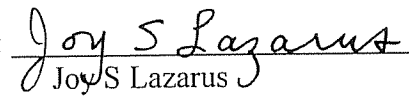
This contract shall be extended for three months, beginning December 1, 2006 and expiring February 28, 2007. This extension is to allow services to continue while a one-year contract renewal is being processed.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

**O, GRADY PEYTON  
INTERNATIONAL**

By:   
Paul D. Foster  
President

**DEPARTMENT OF MENTAL HEALTH  
MENTAL RETARDATION AND  
SUBSTANCE ABUSE SERVICES**

By:   
Joy S Lazarus  
Director of Administrative Services

Date Signed: JANUARY 4, 2007

Date Signed: 1/4/07

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION  
AND SUBSTANCE ABUSE SERVICES

Office of Administrative Services

P. O. Box 1797

Richmond, Virginia 23218-1797

NOTICE OF CONTRACT AWARD

Contract #720C-03936-05F

**CONTRACT:** Registered Nurses, International Recruitment and Placement

**USING FACILITIES:** DMHMRSAS Facilities and any Community Services Boards or other state or local governmental agencies that may be added to this contract. Initially, the contract will be implemented as a pilot program at Western State Hospital.

**CONTRACTOR:** O' Grady Peyton International  
100 West Cypress Creek Road, Suite 750  
Fort Lauderdale, Florida 33309  
Phone: 877-830-0426  
FAX: 866-251-1839  
Contact: Ms. Sha-Kim Wilson, National Sales Director  
E-Mail: sha-kim.wilson@ogradypeyton.com  
FIN: 04-3027023

**CONTRACT PERIOD:** March 29, 2005 through November 30, 2006

**TERMS:** Net 30 days

**CONTRACT RENEWAL:** This contract may be renewed for three additional periods of one year each.

**PLACEMENT COSTS:**

The following costs are applicable to the recruitment, testing and screening, assignment, licensing, transportation and orientation of each registered nurse by O' Grady Peyton for an assignment to the Purchasing Agency as a permanent employee:

- Registered Nurses with psychiatric or psychiatric/medical-surgical experience for placement in 2005 - \$20,000.00.

- Registered nurses with medical-surgical, operating room, emergency room, or pediatric experience for placement in 2005 - \$15,000.00.
- Recruit to Order – Registered Nurses (all specialties) for future placement after 2005 - \$25,000.00.
- Recruit to Order – Registered Nurses (all specialties) for future placement of thirty (30) or more nurses - \$21,000.00 less a five percent (5%) discount = \$20,000.
- Payment for the above categories of registered nurses shall be made within thirty (30) days of receipt of invoice at the following times:
  - One-third at recruitment (time of offer).
  - One-third when registered nurse passes the NCLEX exam.
  - One-third upon arrival at the facility of the Purchasing Agency.,
- Assignment of registered nurses who have been recruited by the Contractor, are in various stages of the assignment process and possess green cards due to expire by May of 2005 - \$15,000 less a five percent (5%) discount = \$14,250.00. The Purchasing Agency will pay the Contractor on the basis of fifty percent (50%) of the fee for each registered nurse upon receipt of invoice at the time of offer. The balance will be paid upon receipt on invoice upon arrival of registered nurse at the facility of the Purchasing Agency.
- Relocation Orientation provided by the Contractor - \$1,200 per nurse.
- Cost of airline fare from nurse' s last point of origin to Washington, D.C. will be paid by the purchasing agency at the lowest commercial airline ticket rate.

## **CONTRACTOR REQUIREMENTS:**

The Contractor shall provide the Purchasing Agency with Licensed Registered Nurses. In addition, the Contractor shall provide the following services:

1. Nursing Experience – All RNs shall have nursing experience with psychiatric nursing preferred; however, consideration may be given to those without previous psychiatric experience on a case-by-case basis. The purchasing agency must approve RNs prior to commencement of work.
2. Employment – Approved RNs will be employed by the Purchasing Agency in accordance with the Commonwealth of Virginia Human Resource Management Policies and Procedures as permanent classified employees for no less than a two-year period. RNs will be required to work on-call hours, overtime, and all shifts, including weekends and state designated holidays.

3. Screening – The Contractor shall provide a screening and testing mechanism for potential placement at the Purchasing Agency to include all licensing or visa applications required for working in the United States of America. In addition, the Contractor will ensure that each candidate shall have either passed the TOEFL (the Test of English as a Foreign Language) or IELTS (International English Language Testing System) English proficiency exam and either passed the CGFNS (Commission on Graduates of Foreign Nursing Schools) exam or NCLEX (National Council Licensure Examination for Registered Nurses) or be currently working towards completion and passing of the CGFNS exam or NCLEX within 60 days of placement with the Purchasing Agency. The Purchasing Agency may request one or more of the following, in addition to the Contractor's screening tools or methods: FBI criminal history background investigation, finger printing, drug test, credit history report, TB test, and/or physical examination. The Purchasing Agency shall also offer Hepatitis B vaccinations to all personnel assigned to the Purchasing Agency's facility. The purchasing agency will have the opportunity to accept or reject any potential RN. The purchasing agency may request a personal interview with potential RNs via the telephone, teleconference, or in person.
4. Performance – In the event the Purchasing Agency identifies an RN that displays performance failures or undesirable behaviors, the Purchasing Agency will take necessary actions to correct such occurrences, prevent continuance, and/or request replacement within the first six months of employment.
5. Changes in Requirements – The Purchasing Agency may request that an RN not be replaced due to voluntary resignation or non-voluntary termination. This would allow the Purchasing Agency to lower the number of placements and supplement with its internal recruitments.
6. Contractor's Representative – The Contract Representative will serve as a central contact to the facility to coordinate recruitment and placement activities, exchange information, and answer questions regarding any subject relative to the contract, including billing inquiries.
7. Employment – Staff placed by the Contractor shall be under the direction of the Purchasing Agency's management staff and shall commit to no less than a two-year employment period and shall be considered employees of the Commonwealth of Virginia. The Purchasing Agency shall be responsible for payment of wages to the employees including benefits.
8. Licensure - Nurses must possess a Virginia license or a letter of temporary licensure from the Virginia Board of Nursing that will allow them to practice in Virginia. Services rendered must be consistent with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and any other relevant policies, guidelines and standards as determined by the Purchasing Agency.

9. Recruitment Area: The Contract requires that the Contractor's recruitment efforts be restricted geographically outside of the USA. The Contractor shall avoid geographic competition with the Purchasing Agency.
10. Recruitment Efforts: The Contractor shall provide a detailed recruitment plan including its strategy for fulfilling qualified international RNs. During performance of the contract, if the Contractor is unable to recruit acceptable RNs or other healthcare professionals, but has complied with all material components of the accepted recruitment plan, the Contractor shall provide verifiable documentation (i.e., advertisements, etc.) of actions taken to satisfy the specific requirements of the resulting contract. Failure to provide adequate documentation may result in termination of the contract in part or in whole. Continued failure to meet recruitment expectations may also result in termination of the contract in part or in whole.
11. Cooperation: The Contractor shall follow instructions of the Purchasing Agency and cooperate in any and all investigations, surveys, inspections of or by the Purchasing Agency and/or any oversight, certifying, licensure or similar agency or authority. This condition shall apply, and not be limited to, allegations of patient abuse; allegations of fraud, misuse or abuse of state resources.
12. Implementation: The Contractor shall implement all QA/QI/RM plans established by the Purchasing Agency.
13. Desired Outcome of Contractor Work: The expected outcome of the services provided under this contract shall be the delivery of high quality patient care with a treatment focus by qualified, experienced staff who will provide services placed with the current Purchasing Agency's staff and programs within a team environment to meet the overall Agency's mission as well as any requirements specified by the United States Department of Justice.
14. Placement Package: When the Contractor receives a request for the assignment of a registered nurse to one of the specified Purchasing Agencies, the Contractor shall provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each registered nurse offered. The placement package shall consist of, at a minimum, the following specific information:
  - Name of registered nurse.
  - Application/Resume
  - Educational Transcripts
  - Training (copy of certificates):
    - Location.
    - Type.
  - Current Virginia license or letter authorizing the nurse to practice in Virginia.

- Social Security number or application thereof.
- Certification and/or eligibility to work in the USA.
- Skills Check List.
- Copies of all Professional Licenses & Certifications.

Please contact the undersigned at 804-786-5812 if you have any questions or wish to report any problems regarding this contract.

By: Horace L. Ford, Jr.  
Horace L. Ford, Jr., CPPO, VCO

Date: March 30, 2005